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ABSTRACT

This agreement is between the New York Institute of Technology and the Council of Metropolitan and Old Westbury Chapters, American Association of University Professors. The agreement covers salaries, fringe benefits, teaching load, parttime ratio, minisemester, academic freedom, tenure, no strike, grievance and arbitration procedures, institute rights, institute growth and development, existing benefits, checkoff, security, and term. (MJM)

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ED 088308

Memorandum of Agreement dated December 16, 1971, between NEW YORK INSTITUTE OF TECHNOLOGY (hereinafter referred to as the "Institute") and COUNCIL OF METROPOLITAN and OLD WESTBURY CHAPTERS, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (hereinafter referred to as the "Council").

1. Salaries

(a) Effective September 1, 1971 all faculty in the bargaining unit on the payroll of the Institute as of August 31, 1971 will receive an increase of 10% on their base salary as of that date.

(b) Effective September 1, 1972 all faculty in the bargaining unit on the payroll of the Institute as of August 31, 1972 will receive an increase of 10% on their base salary as of that date.

(c) Effective September 1, 1973 all faculty in the bargaining unit on the payroll of the Institute as of August 31, 1973 will receive an increase of 10% on their base salary as of that date.

(d) With regard to retroactivity and any other benefits that may require Pay Board approval the Institute agrees to join in seeking such approval and to afford maximum cooperation to achieve the total increase and retroactivity in whatever form payable within the guidelines and rules and regulations of the Pay Board.

(e) 1. Attached hereto is a list of the faculty ranks covered by this agreement together with the minima and maxima for each rank for each of the three years involved.

2. It is understood and agreed that when an individual is promoted from one rank to another his or her resulting salary must be within the minima and maxima of the rank to which he or she is promoted. It is further understood that when a promotion is made from one rank to another, the recipient shall receive a minimum of $500 salary increase in addition to the regular 10% which he would have received without promotion.

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3. Non-teaching faculty are included in the provisions above on the basis of their equivalent academic rank.

(f) All part-time teaching faculty who teach six (6) hours or more per week and who were employed during the 1970-1971 academic year shall receive an increase of 10% on their hourly rate as of the start of a full semester in the 1971-1972 academic year.

(g) All part-time teaching faculty who teach six (6) hours or more per week and who were employed during the 1971-1972 academic year shall receive an increase of 10% on their hourly rate as of the start of a full semester in the 1972-1973 academic year.

(h) All part-time teaching faculty who teach six (6) hours or more per week and who were employed during the 1972-1973 academic year shall receive an increase of 10% on their hourly rate as of the start of a full semester in the 1973-1974 academic year.

(i) Effective September 1, 1971, the members of the professional library staff (Library Assistants, Assistant Librarians and Associate Librarians) shall serve on a ten-month a year basis. In addition to the increases provided for above in this section, the professional library staff shall receive an increase of 2 3/4% to be added to their base salary, effective September 1, 1971. In providing the ten-month work year for the professional library staff, assignments will be so distributed as to provide full staffing when classes are in session, and at least a skeleton organization when the college is open and classes are not in session, to the end that the library will be open on all but the official administrative staff holidays. In determining skeleton crew needs, the Director of Libraries shall not take into account normal backlog. In the event that an individual professional staff member works for more than

10 months during the year, such individual shall be paid at the rate of 1/10th of his or her regular annual salary for each additional month.

2. Fringe Benefits

(a) The Institute agrees to contribute the entire cost of the current Blue Cross-Blue Shield program for each full time faculty member with three years of service.

(b) The Institute shall contribute 6% to the TIAA retirement plan for each faculty member participating in the TIAA program who has completed 5 years of service; 7% after 6 years service; 8% after 7 years service; 9% after 8 years service; and 10% after 9 years service.

(c) The Institute shall administer as soon as is practical the GHI Medical-Dental Plan, provided, however, that premium costs will be borne by participating individual faculty.

(d) All other fringe benefits prevailing at the Institute shall continue.

3. Teaching Load

The teaching load per full semester shall remain de facto status quo in each department.

4. Part-time Ratio

The number of credits taught by part-time faculty in full semester day sessions shall not exceed 18% of the total credits taught in those sessions in any one academic year, exclusive of the Division of Continuing Education, which Division includes but is not limited to such programs as adult education, non-credit courses, external degree programs, special seminars, etc.

5. Mini-semester

Commencing with the second year of this agreement, the various academic departments will provide the faculty willing to teach a mini-

semester of 4 weeks duration during the intersession between the Fall and Spring semesters wherein students will have the opportunity to earn 6 additional credits each. It is understood that the strategies employed during this mini-semester will vary from department to department. For this supplementary work, the affected faculty will be compensated at the rate of 1/9th of their then current annual base salaries for teaching a workload which in hours per week is substantially the same as their regular semester workload. Upward or downward adjustments to this schedule may be made according to the actual teaching load carried by an individual faculty member.

6. Academic Freedom, Tenure, Etc.

The parties adopt the 1940 AAUP Statement of Principles on Academic Freedom and Tenure and the 1958 Statement of Procedural Standards in Faculty Dismissal Proceedings.

The parties have heretofore agreed on matters of internal governance pertaining to Faculty Senate, Faculty Councils, Divisional and Departmental organization, Personnel and Budget procedures, and Grievance and Arbitration procedures as set forth in Council Memorandum dated December 14, 1971. These are hereby made part of this agreement.

In reaching agreement on these above matters the parties have taken into consideration the general principles of the AAUP and are of the opinion that the foregoing matters are in accordance therewith.

7. No Strike, Grievance and Arbitration Procedures

The Council agrees to a no-strike provision and the Institute agrees to a grievance procedure and binding arbitration before the American Arbitration Association, it being understood that any arbitration shall be limited solely to disputes involving the application and interpretation of the specific terms of this Agreement.

8. Institute Rights

Except as otherwise provided in the contract, the Council recognizes the right of the Institute, through its Board of Trustees and its duly designated representatives, to direct the Faculty and to direct and control the operation and administration of the Institute, to introduce new or improved methods, techniques, and programs of teaching, and in all respects to carry out the ordinary and customary functions of management, and after consultation with the faculty, to establish and maintain reasonable operating rules and regulations concerning faculty academic matters.

9. Institute Growth and Development

It is agreed that the faculty will cooperate, through its individual institutional departments and divisions, in developing appropriate procedures for the purpose of devising and implementing ways and means for realizing additional revenues, improved academic structures and educational methodologies. Considerations could include curricular revisions, the more liberal use of independent or quasi-independent study techniques, large lecture-seminar section combinations, open laboratories, mini-semesters, flexible calendar year, area courses and the like, pointed toward the achievement of a student-credit-hour criterion, consistent with sound educational practices and sufficient to promote the reasonable growth, welfare and development of the Institute.

10. Existing Benefits

The parties agree to work out language reflecting their understanding covering those matters set forth in the faculty handbook and such other matters as shall be recognized and agreed upon by the parties as existing practices. The parties agree to work out the language for incorporation of existing benefits without change, such as sick, maternity, absence and sabbatical leaves, outside activities, part-time employment,

vacations, holidays, work year, workweek and other similar provisions in the faculty handbook, or currently the practice.

11. Checkoff

(a) The Institute agrees to deduct Council dues, initiation fees and assessments, or an amount equivalent thereto representing the individual's fair share of the costs of servicing this Agreement in accordance with the schedule furnished to it by the Council on the first payroll date of each month, and to remit such sums checked off to the Council within 10 days thereafter.

(b) No financial contribution shall be required of any individual if such individual sets forth in writing within 30 days of the date of this agreement that he or she objects to the payment required in subdivision (a) above.

12. Security

(a) All faculty covered by this agreement shall as a condition of continued employment become members of the Council 30 days after the effective date of this agreement and shall thereafter maintain their membership in the Council in good standing. All faculty hired hereafter shall as a condition of continued employment become members of the Council 30 days after the commencement of their employment or the effective date of this provision, whichever is later, and shall thereafter maintain their membership in the Council in good standing. All employees currently members of the Council shall as a condition of continued employment maintain their membership in the Council in good standing.

(b) Notwithstanding subdivision (a) above, any member of the faculty unwilling to become a member of the Council, shall not be required to comply with the requirements of subdivision (a) provided that such member of the faculty set forth in writing within 30 days of the

date of this agreement that he or she does not wish to become a member of the Council.

13. Term

This agreement shall be effective September 1, 1971 in all its terms and conditions and shall continue in full force and effect until August 31, 1974 and shall be automatically renewed thereafter for further periods of one year unless either party notifies the other in writing by certified mail at least 60 days prior to the expiration of this agreement or any subsequent annual anniversary date, of its desire to make changes therein or to terminate the agreement.

NEW YORK INSTITUTE OF TECHNOLOGY

By: (s) John J. Theobald

(s) Alexander Schure
COUNCIL OF METROPOLITAN AND OLD WESTBURY CHAPTERS, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

By: (s) Leonard Morton
Leonard Morton, Co-Chairman

By: (s) Americo Foranoce
Americo Foranoce, Co-Chairman

NEW YORK INSTITUTE OF TECHNOLOGY

THE FACULTY SENATE

I. Legislative authority over Institute-wide educational policy, subject only to the Board of Trustees and to other provisions of these by-laws, shall be vested in a Faculty Senate. The Senate shall be responsible for the formulation of policy relating to personnel and curriculum matters, the admission, retention, and graduation of students, student activities and discipline, and other educational areas customarily cared for by a college faculty. The Faculty Senate shall make its own bylaws and elect or appoint all the standing and Ad Hoc Committees it deems necessary for the conducting of its affairs.

II. The Faculty Senate shall consist of two classes of members, elected and ex officio.

A. Elected members shall be:

1. One faculty delegate from each academic department at each campus.

   Delegates shall be selected in the manner and shall possess the qualifications described in paragraph C below.

2. Two at large non-tenured faculty members from each campus.

3. Two student delegates from the student body at each campus.

B. Ex Officio members shall be the president of the student government at each campus.

C. In departments where there are fewer than three tenured faculty on a particular campus, the delegate to the Faculty Senate shall be elected from the department faculty without regard to tenure. Nominees shall be from one of the professorial ranks and shall have completed one or more years of full-time service at New York Institute of Technology. In all other departments, only faculty members possessing tenure shall be eligible for election as delegates to the Faculty Senate All faculty who have completed one or more years of service at New York Institute of Technology in the ranks of instructor, assistant professor, associate professor, or professor shall be eligible to vote for department delegates to the Faculty Senate. Those members of a department who have been notified of their non-reappointment shall not be eligible to vote or serve. Elections shall be by secret ballot.

III. Delegates to the Faculty Senate shall serve terms of three academic years; however, after the organization of the Senate, the initial length of service of delegates shall be determined by lot, one-third of the delegates receiving three-year terms, one-third receiving two-year terms, and one-third receiving one-one-year terms. In no case shall the service termination date

of a delegate coincide with that of another delegate of the same department. Senate service terminates in May and regular departmental elections shall be held in May.

IV. The Faculty Senate shall elect from its members a President, a Vice-President, and a Secretary. The President, or in his absence the Vice-President, shall preside over all meetings of the Faculty Senate. Robert's Rules of Order shall prevail.

V. Persons not members of the Senate may be admitted to meetings and/or given the privilege of the floor only at the discretion of the body. However, administrative officers of the college shall always have the privilege of the floor but with no vote.

VI. The Faculty Senate shall convene on a regular basis five times each academic year: (1) during the week before the beginning of classes for the Fall Semester, (2) during the middle week of the Fall Semester, (3) during the intersession between semesters, (4) during the middle week of the Spring Semester, (5) during the period between the completion of classes for the Spring Semester and Commencement. In addition, emergency meetings may be called by the President of the Senate when he deems it necessary, when petitioned for such a meeting by at least 25% of the total membership, or when requested to do so by the President of the Institute.

VII. The three elected officers of the Faculty Senate, because of the extra work imposed upon them by meetings, committee responsibilities, planning sessions, and the related activities shall be assigned a teaching schedule containing a three-hour per week reduction.

THE CAMPUS COUNCILS

I. Each campus of the college shall elect a council which shall be concerned with local recurring problems and implementing on a day-to-day basis the policies formulated by the Faculty Senate. Each Campus Council shall elect or appoint all the committees it deems necessary for the conducting of its affairs.

II. Each Campus Council shall consist of elected and ex officio members.

A. Elected members shall be:

1. One faculty delegate for the first eight (8) members of each department and one delegate for each additional eight (8) or major fraction thereof.

2. One student delegate from each department offering a major.

3. One Guidance Counselor.

B. Ex Officio members shall be:

1. The Dean of Students

2. The Registrar

3. The Student Government President

C. 1. All faculty who have completed one or more years of service at New York Institute of Technology in the ranks of instructor, assistant professor, associate professor, or professor shall be eligible to vote for department delegates to the Campus Council. Those members of a department who have been notified of their non-reappointment shall not be eligible to vote or serve on the Council.

Faculty delegates to the Campus Council shall serve terms of three (3) academic years; however, after the organization of the Council, the initial length of service of delegates shall be determined by lot, one-third of the delegates receiving three-year terms, one-third receiving two-year terms, and one-third receiving one-year terms. In no case shall the service termination date of a delegate coincide with that of another delegate of the same department. Council service terminates in May and regular departmental elections shall be held in May.

2. Student delegates to the Campus Council shall be elected by secret ballot of all majors in each subject-matter area. Students may serve two (2) years or until they graduate whichever occurs first. Elections shall be held in September.

3. A Guidance Counselor delegate shall be elected by secret ballot of all counselors for a term of three (3) years. Elections shall be held in May.

III. Each Campus Council shall elect from its members a Chairman and a Secretary. The Chairman shall preside over all meetings of the Council. Robert's Rules of Order shall prevail.

IV. Each Campus Council shall convene on a regular basis each month from October through May. In addition, emergency meetings may be called by the Chairman when he deems it necessary or when petitioned for such a meeting by at least 25% of the total membership.

PERSONNEL AND BUDGET PROCEDURES

I. Introduction

The Personnel and Budget (P & B) proceedings will be concerned with recommendations for departmental budgets, appointments, promotions, tenures, special increments, and terminations. Actions will proceed sequentially starting at the departmental level, then to the divisional level, then to the campus center, and finally to a college-wide committee. All elections for the several P & B committees shall be held sequentially before deliberations begin at the departmental level. At the onset, the President shall announce the total number of promotion vacancies in the various ranks, and where practical, establish guidelines concerning distribution by division or academic disciplines.

Normally, departmental P & B recommendations should not exceed the number prescribed for a whole division; divisional P & B recommendations should not exceed the number prescribed for a campus center; and, finally, college-wide P & & B recommendations should meet the precise number of promotions prescribed by the President for the college as a whole. By these means, the bulk of the screening will take place at the department and divisional levels.

II. Departmental P & B

Each department at each campus will elect a P & B Committee of three (3) members plus the Departmental Chairman serving as a non-voting chairman. In order to be eligible for election to this P & B Committee, a faculty member must hold one of the three professorial ranks and be tenured. If fewer than three faculty members are tenured, the remainder of the committee shall be elected from the nontenured faculty who shall meet the above requirements. Those faculty members advised of terminal appointment for the following academic year or who have served as full-time faculty members for less than one (1) year shall not be eligible to serve on or vote for the P & B Committee. Departments having less than five voting members at a local center shall proceed on the basis of full participation of all professorial faculty as the P & B Committee at that campus.

The term of office shall be for three (3) years with one member initially designated to serve the full term, a second for two years, and a third for one year, all by lot. The elections shall follow the other departmental elections so that th new P & B members will take office in May after the current academic year P & B proceedings will have been completed. Elections for the first year shall commence immediately following the ratification of the AAUP administration contract.

Except for unusuall circumstances the number of nominations recommended by a Departmental P & B Committee shall not exceed the number of divisional openings specified by the President.

III. Divisional P & B

The Divisional P & B Committee shall consist of the Division Dean (to serve at both campuses) serving as Chairman without vote, the individual campus Department Chairman in that division, plus one tenured elected member from each of the Departmental P & B Committees. The Departmental P & B Committee members shall vote for their divisional representatives. They shall only consider the positive recommendations of the several Departmental P & B Committees and reduce the number of recommendations for promotion to the number of local campus openings prescribed by the President.

Library, counseling and registrar personnel having faculty status and rank will be evaluated by their departments on a college-wide basis with the recommendations going directly to the College-wide P & B Committee.

IV. Campus P & B

The Campus P & B Committee shall consist of the Dean of Faculty of that campus serving as chairman without vote, the individual Divisional Deans (to serve at both campuses), plus one tenured elected member from each of the Divisional P & B Committees. The Divisional P & B Committee members shall vote for their campus representatives. They shall only consider the positive recommendations of the several Divisional P & B Committees and reduce the number of recommendations for promotion to the precise number of openings prescribed by the President for the entire college.

V. College-wide P & B

The College-wide P & B Committee shall consist of the Vice President for Academic Affairs serving as chairman without vote, the campus Deans of Faculty, the individual Division Deans, plus three (3) elected members from each Campus P & B Committee. The Campus P & B Committee members shall vote for college-wide representatives. They shall only consider the positive personnel recommendations and budgetary matters before them and make appropriate recommendations regarding them to the President. The Campus P & B recommendations for promotions, appointments, tenures, special increments and terminations shall be reviewed and ratified with the total number of promotion recommendations reduced to the precise number prescribed by the President.

VI. Appeals Procedure

Each sequential P & B Committee, as it completes its work and transmits its recommendations to the next level, shall announce the list of recommended candidates. Each successive P & B level, from the division upwards, shall provide an appeals procedure consistent with the grievance procedures prescribed by the AAUP-Administration contract but with the understanding that discretionary limitations required to protect the freedom of action of the evaluating committee members must be honored.

VII. Ratification by the Board of Trustees

Following all P & B Committee actions, the President, after appropriate review and such consultation as he deems necessary, shall present the recommendations of the Committee, together with his own recommendations regarding them to the NYIT Board of Trustees for final ratification. Procedures shall follow AAUP guidelines for the governance of colleges.

GRIEVANCE PROCEDURE AND ARBITRATION

I. Intent

The faculty and the administration agree that they will use their best efforts to encourage the prompt settlement of complaints and grievances which may arise between the faculty members and the administration. The orderly processes hereinafter set forth will be available for the resolution of all complaints and grievances.

II. Grievance Committee

The Faculty Senate shall, at its next meeting, establish a Grievance Committee, consisting of one faculty senate member from each division.

III. Procedure for Handling Complaints - Step I

A faculty member may present and discuss his complaint with the chairman of his department, either with or without a representative of the Joint Council. Similarly, a representative of the Joint Council may present and discuss a complaint on behalf of any faculty member or group of faculty members with the chairman of the department involved, and this discussion shall be entirely informal. Any settlement, withdrawal or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints.

IV. Procedure for Handling Grievances - Step 2

If a complaint is not resolved using Step I, a written grievance may be filed by a faculty member or by the Joint Council on his behalf. The grievance must be filed within 30 days from the date it was found to exist.

The written grievance shall be submitted to the Faculty Senate Committee through its chairman and shall set forth the basis therefor, and the remedy requested. The Senate Committee shall within fifteen (15) working days meet with the grievant and/or a representative of the Joint Council for the purpose of discussing the grievance. The Committee shall within ten (10) working days of said meeting submit a written recommendation of action to the President of the College. The President, or his designee, shall within ten (10) working days of receipt of the recommendation, meet with the grievant and a representative of the Joint Council for the purpose of discussing the grievance. The President, or his designee, shall within seven (7) working days after the grievance meeting issue his decision with reasons in writing to the grievant with copies to the Joint Council and the Senate Grievance Committee. If the AAUP Joint Council decides that the remedy is not in accord with AAUP Guidelines for Governance of Colleges, (which the college has agreed to) then the grievance shall follow the procedure outlined in Step 3.

V. Arbitration - Step 3

If the grievance has not been settled at Step 2, then within seven (7) working days after the receipt of the written decision of the President, or his designee, the grievant or the Joint Council may request arbitration by giving written notice to that effect to the American Arbitration Association with a copy sent to the President.

DEPARTMENTAL REORGANIZATION

I. Each department on each campus shall nominate a Chairman who shall carry out the affairs of his department as outlined in the NYIT Administrative Manual. The selected Chairman shall serve a term of office of three (3) years, commencing September 1st, following the election in May of that same calendar year. Nomination for Chairmen shall be completed over a three-year period with the sequence determined by an Ad Hoc joint Committee of AAUP and Administration.

II. Nominees shall be from one of the professorial ranks. All faculty members who have completed one or more years of full-time service at NYIT shall be eligible to vote. Voting will be supervised by the appropriate Divisional Dean and shall be by secret ballot. Those members of a department who have been notified of their non-reappointment shall not be eligible to vote or to be nominated.

III. The nomination of the Chairman shall be subject to the approval of the President of the Institute. In the event that the welfare of the Institute demands it, the President shall have the right, after consultation with the department, to appoint a Chairman from the outside for a period of one three-year term of office.

IV. The Chairman of each department at each campus shall be directly responsible to the Dean of his division.